	<b>ANNOUNCEMENT OF REQUEST FOR PROPOSAL</b>		Office of the Arizona Attorney General 1275 W Washington Phoenix, AZ 85007-2926
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**SOLICITATION NUMBER: AG08-0032**

**DESCRIPTION: CAREMARK and Express Scripts, Inc. Settlement Cy Pres Distribution Plan**

**SOLICITATION DUE DATE: July 15, 2008, 3:00 pm Local Arizona Time.**

**QUESTIONS DUE DATE: July 8, 2008, 3:00 pm Local Arizona Time.**

**ELECTRONIC DOCUMENTS:** An electronic copy of this Solicitation is available upon request. An e-mail should be sent to [procurement@azag.gov](mailto:procurement@azag.gov) identifying the solicitation number, the name of your company, the contact person for this solicitation, address, telephone number, fax number and e-mail address. The original Request for Proposal on file at the Office of the Arizona Attorney General shall have precedence over any differing copies of the Request for Proposal. Changes to this Request for Proposal shall be without effect unless specifically accepted by the Arizona Office of the Attorney General.

**SEALED PROPOSALS:** Offers must be submitted in a sealed package with the Request for Proposal number and the Offeror's name and address clearly indicated on the package. Additional instructions for preparing a proposal are provided in the Uniform and Special Instructions to Offeror as contained within this Request for Proposal.


**OFFER DELIVERY LOCATION:** Office of the Arizona Attorney General, located at 1275 West Washington Street, Phoenix, Arizona 85007. Mailing address is Office of the Arizona Attorney General; Contracts and Procurement; 1275 West Washington Street; Phoenix, AZ 85007-2926.

**GENERAL INFORMATION:** In accordance with ARS §41-2534 competitive sealed proposals for the services specified will be received by Office of the Arizona Attorney General, Procurement at the specified location until the time and date cited above. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read. Offers must be in the actual possession of the Office of the Arizona Attorney General, Procurement Office, on or prior to the Solicitation Due Date and Time, and at the location indicated above. Late offers shall not be considered.

**Offerors are Strongly Encouraged to Carefully Read the Entire Request for Proposals**

**Solicitation Contact Person:**

Jerry Connolly, Contract Officer  
Phone Number: (602) 542-8030  
Facsimile Number: (602) 542-8079  
E-mail: [jerry.connolly@azag.gov](mailto:jerry.connolly@azag.gov)

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## **1. SCOPE OF WORK**


### **1.1 Introduction**

The State of Arizona ex rel Terry Goddard has entered into two separate consent judgments ("Consent Judgments") with certain pharmacy benefit managers. The defendants in the first consent judgment are CAREMARK Rx, L.L.C., CAREMARK, L.L.C., and CAREMARKPCS, L.L.C. formerly known as ADVANCEPCS L.L.C. (collectively "CMK"). The defendant in the second consent judgment is Express Scripts, Inc. ("ESI"). Each of the Consent Judgments arises from claims by the State of Arizona that CMK and ESI each violated the Arizona Consumer Fraud Act, Arizona Revised Statutes ("A.R.S.") § 44-521 et seq.

- 1.1.1. Pursuant to the Consent Judgments, the Office of the Arizona Attorney General ("AGO") has received a total of \$850,423.11 (the "Cy Pres Funds"). The Cy Pres Funds are to be distributed pursuant to the Arizona Attorney General's specific Cy Pres Distribution Plan (the "Plan") to a non-profit corporation(s) and/or a charitable organization(s) at the sole discretion of the Arizona Attorney General, with the express condition that the funds be used only for one or more of the purposes set forth in the Consent Judgment.
- 1.1.2. The Plan and Consent Judgment call for the Cy Pres Funds to be distributed to one or more qualified Arizona non-profit Community Health Centers (as defined below) (referred to in this RFP as a "CHC") or a group that consists solely of CHCs for the express purpose of providing prescription medications at a reduced cost or at no cost to benefit low income, disabled, or elderly consumers of prescription medications.
- 1.1.3. As used in this Request for Proposal (RFP), a CHC is an Arizona non-profit clinic eligible for grants under Section 330 of the Public Health Services Act, 42 U.S.C. §254b et seq., as amended by the Health Centers Consolidation Act of 1996, Pub. L. 104-299 (as amended, the "Act") and which is composed and operated in compliance with the requirements of the Act and regulations issued pursuant to the Act, including (but not limited to) Bureau of Primary Health Care Policy Information Notice 98-23, "Health Center Program Expectations."

### **1.2 Purpose**

Under this RFP, the AGO shall distribute Cy Pres Funds to one or more qualified CHCs or a group that consists solely of CHCs, for the express purpose of providing prescription medications at a reduced cost or at no cost to benefit low income, disabled, or elderly consumers of prescription medications. Multiple awards of less than the full amount of Cy Pres Funds available may be made, so that, in the discretion of the AGO, more than one qualified CHC may receive an award.

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### 1.3 Conditions for Award

Awardees of any of the Cy Pres Funds (also referred to in this RFP as the “Grant Monies”) acknowledge they understand the Grant Monies are to be used for the express purpose of providing prescription medications at a reduced cost or at no cost to benefit low income, disabled, or elderly consumers of prescription medications. Awardees further acknowledge they understand the following requirements and shall fulfill these obligations. Failure to follow these requirements and obligations may result in the agreement between Awardee and the AGO arising from the award of the RFP being found in breach and the award cancelled. In addition, in the event of a breach, the AGO may refuse to reimburse the Awardee and Awardee may be required to return any money not disbursed in accordance with this agreement.

- 1.3.1. Awardee shall use the Grant Monies solely for the purposes set forth in this RFP, the Awardee’s Proposal and agreed to by the AGO. Funds not used in accordance with the Awardee’s Proposal and the requirements of this RFP shall not be reimbursed.
- 1.3.2. Awardee shall maintain financial controls sufficient to ensure that the use of monies fully comports with the provisions of this agreement and the Awardee’s Proposal. The Awardee shall provide detailed written description of such financial controls upon request by the AGO.
- 1.3.3. Awardee shall provide quarterly and other requested reports as well as a final report specifying how Grant Monies were used and how the Grant furthered the purposes set forth in this RFP and the Awardee’s Offer. Awardees that fail to file such reports will be in violation of the Grant requirements and will not be reimbursed for the funds not accounted for in the reports.
- 1.3.4. Awardeee shall acknowledge and agree the AGO may designate, and require completion of, forms to satisfy these requirements. All reports that Awardees are required to submit shall be in writing and shall be mailed or delivered to:  
  
Jennifer Boucek, Assistant Attorney General  
Office of the Arizona Attorney General  
1275 West Washington Street  
Phoenix, AZ 85007  
Telephone: 602-542-7714 Fax: 602-542-4377  
e-mail: jennifer.boucek@azag.gov
- 1.3.5. The AGO may attach additional written conditions to the award.

### 1.4 TimeLine

The Awardee shall have distributed the Grant Monies, submitted any reports and fulfilled all other obligations under this agreement within one (1) year of written notification of award of the Grant Monies.

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## 1.5 Definitions

### 1.5.1. Applicant or Offeror

The term “Applicant or Offeror” for the purpose of this agreement shall have the meaning of a person or organization submitting an offer to the AGO for consideration to be awarded a portion of the funds described in this RFP. An application does not guarantee an award. All offers or applications submitted in accordance with this RFP will be considered by the AGO. Awards shall be made in accordance with A.R.S. §41-2534 and the provisions of this RFP.

### 1.5.2. Awardee

The term “Awardee” for the purpose of this agreement shall have the meaning of a person or organization who having submitted an offer to the AGO for a portion of the funds described in this RFP has been selected for award of a portion of these funds by the AGO in accordance with this RFP.

### 1.5.3. Grant

The term “Grant” for the for the purpose of this agreement is used for convenience and shall have the meaning of a sum or portion of the Cy Pres Funds described in this RFP and not have the meaning of “Grant” as described in A.R.S. §41-2701 et. seq.

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## **2. SPECIAL TERMS AND CONDITIONS**

### **2.1 Contract**

Authority to Contract: This Contract is issued for the AGO in accordance with ARS §41-2534.

### **2.2 Contract Type**

Fixed Sum

### **2.3 Term of Contract**

The term of the Contract shall commence upon award and shall remain in effect for a period of one year thereafter unless terminated, canceled or extended as otherwise provided herein by written contract amendment.

### **2.4 Contract Extension**

By Contract Amendment, any resultant Contract may be extended for supplemental periods of up to a maximum of 36 months. If the State exercises such rights, all term, conditions and provisions of the original Contract shall remain in effect and apply during the renewal period, with the possible exception of price.

### **2.5 Documents Incorporated by Reference**

The State of Arizona's Uniform Instructions to Offerors (Rev 7.1) and Uniform Terms and Conditions (Rev 7) and are incorporated into this Contract as if fully set forth herein. Offerors are encouraged to obtain these documents. Offerors may obtain copies by any of the following means:

- 2.5.1. Visit the Arizona State Procurement Office (SPO) web site at:  
<http://www.azdoa.gov/spo/documents-forms;>
- 2.5.2. Calling the AGO, Procurement at (602) 542-8030;
- 2.5.3. Faxing a request to the AGO, Procurement at (602) 542-8079;
- 2.5.4. Mailing a request to the AGO, Procurement, 1275 West Washington Street, Phoenix, Arizona, 85007; or
- 2.5.5. Picking up a copy at the AGO, Procurement, 1275 West Washington Street, Phoenix, Arizona, 85007.

### **2.6 Estimated Usage**

Any Contract resulting from this Solicitation shall be used on an as needed, if needed basis. The State makes no guarantee as to the amount of Cy Pres Funds that may be awarded under any resulting Contract.

### **2.7 Non-Exclusive Contract**

The State has the right to procure the services listed herein from Awardees other than those awarded Contracts pursuant to this Solicitation.

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## 2.8 Ownership of Materials

All materials, documents, deliverables and/or other products of the Contract (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of the State of Arizona and the Attorney General Office, free from any claim or retention of right on the part of the Awardee, its agents, subcontractors, officers or employees.

## 2.9 Key Personnel

It is essential that the Awardee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract.

The Awardee must assign specific individuals to key positions. The Awardee agrees and understands that this agreement is predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Awardee's proposal. Therefore, the Awardee agrees that no substitution of such specified individual(s) and/or personnel qualifications shall be made without the prior written approval of the AGO. The Awardee further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the AGO's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The AGO agrees that an approval of a substitution will not be unreasonably withheld. The Awardee shall bear all transitional expenses incurred for any costs associated with removing or replacing Key Personnel who are performing work under this Contract. The Awardee agrees to reveal its staffing levels by function, including resumes, upon request by the AGO at any time during the performance of this Contract.

## 2.10 Availability of Awardee

The Awardee shall be available immediately upon receipt of the Notice to Proceed and remain available to the AGO throughout the period of performance as stated in the Contract.

## 2.11 Submission of Electronic Deliverables on Compact Disk (CD)

At the request of the AGO, the Awardee shall submit deliverables on microcomputer Compact Disks or other electronic media. All electronic deliverables shall be packaged in accordance with standard commercial practices. CD's shall be IBM compatible and labeled to indicate: 1) Name of deliverable; 2) Awardee Name; 3) Project description; and 4) Date written. All files contained on the CD shall be in a format compatible with the AGO's software.

## 2.12 Draft Document Review

Document review of all deliverables is required to assure the AGO approval of the information, content and completeness. All Draft deliverables and other materials developed by the Awardee as part of this project shall be reviewed and approved in writing by the AGO Project Manager prior to finalizing the material.

## 2.13 Records

- 2.13.1. Under ARS §35-214 and ARS §35-215, the Awardee shall retain and shall Contractually require each Subcontractor to retain books, records, documents and other evidence pertaining to the acquisition and performance of the Contract, hereinafter collectively called the "records," to the extent and in such detail as will properly reflect all net costs, direct or indirect, of labor, materials, equipment, supplies and services and other costs and expenses of whatever nature for which payment is made under the Contract. The Awardee shall agree to make available at the office of

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the Awardee at all reasonable times during the period, as set forth below, any of the records for inspection, audit or reproduction by any authorized representative of the State or AGO. The Awardee shall preserve and make available the records for a period of five years from the date of final payment under the Contract and for such period, if any, as is required by applicable statute. If the Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any resulting final settlement.

- 2.13.2. Awardee shall permit the AGO or its designee to conduct an unrestricted audit, review, examination or inquiry concerning the Grant and the use of Grant funds, and cooperate with any such inquiry by the AGO or its designee. All records shall be made available to the AGO or its designee within the State of Arizona.

## 2.14 Pricing and Invoicing

Awardee shall be awarded a lump sum. The AGO shall reimburse the Awardee upon receipt of invoice and other documentation evidencing that the funds were used for the express purposes as stated in the Scope of Work of this Request for Proposal and detailed in the Awardees proposal. The invoice should reference the contract number designated on the award letter.


## 2.15 Indemnification Clause

Awardee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Awardee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Awardee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Awardee from and against any and all claims. It is agreed that Awardee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Awardee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Awardee for the State of Arizona.

- 2.15.1.1. This indemnity shall not apply if the Awardee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

## 2.16 Insurance Requirements

Awardee and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in

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connection with the performance of the work hereunder by the Awardee, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Awardee from liabilities that might arise out of the performance of the work under this contract by the Awardee, its agents, representatives, employees or subcontractors, and Awardee is free to purchase additional insurance

#### **2.16.1. Minimum Scope and Limits of Insurance:**

Awardee shall provide coverage with limits of liability not less than those stated below.

#### **2.16.2. Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Blanket Contractual Liability-Written and Oral \$ 500,000
- Fire Legal Liability \$ 25,000
- Each Occurrence \$ 500,000

2.16.2.1. The policy shall be endorsed to include the following additional insured language: "The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Awardee".

2.16.2.2. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Awardee.

#### **2.16.3. Additional Insurance Requirements**

The policies shall include, or be endorsed to include, the following provisions:

2.16.3.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Awardee even if those limits of liability are in excess of those required by this Contract.

2.16.3.2. The Awardee's insurance coverage shall be primary insurance with respect to all other available sources.



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2.16.3.3. Coverage provided by the Awardee shall not be limited to the liability assumed under the indemnification provisions of this Contract.

#### **2.16.4. Notice of Cancellation**

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, cancelled or reduced in coverage or in limits except after 30 days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (The State of Arizona and the Office of the Attorney General) and shall be sent by certified mail, return receipt requested.

#### **2.16.5. Acceptability of Insurers**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Awardee from potential insurer insolvency.

#### **2.16.6. Verification of Coverage**

Awardee shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Office of the Attorney General. The State of Arizona contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

#### **2.16.7. Subcontractors**


Awardee's certificate(s) shall include all subcontractors as insureds under its policies or Awardee shall furnish to the State of Arizona separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### **2.16.8. Approval**

Any modification or variation from the insurance requirements in this Contract must have prior approval from the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

#### **2.16.9. Exceptions**

In the event the Awardee or subcontractor(s) is/are a public entity, then the Insurance


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Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Awardee or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

## 2.17 Notices Correspondence and Invoices

### **Notices, Correspondence and Invoices to AGO shall be sent to:**

Jennifer Boucek, Assistant Attorney General  
Office of the Arizona Attorney General  
1275 West Washington Street  
Phoenix, AZ 85007  
Telephone: 602-542-7714 Fax: 602-542-4377  
e-mail: jennifer.boucek@azag.gov

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### **3. SPECIAL INSTRUCTIONS TO OFFERORS**

#### **3.1 Solicitation Inquiries**

##### **3.1.1. Issuing Office Solicitation Contact Person**

The AGO Procurement Office Solicitation Contact Person identified on the cover page of this RFP shall be the sole point of contact for purposes of the preparation and submittal of proposals to this Solicitation.

##### **3.1.2. Solicitation Clarifications**

No later than the Solicitation Questions due date and time, all questions or clarification requests regarding this solicitation should be directed to the attention of the Solicitation Contact Person via: email (preferred), facsimile or mailed to the attention of Solicitation Contact Person. If this results in a change to the Solicitation, a written Solicitation Amendment will be issued prior to the Solicitation due date.

##### **3.1.3. Solicitation Amendments**

The Offeror should acknowledge receipt of a Solicitation Amendment by signing and returning the Solicitation Amendment with their proposal by the specified due date and time.

#### **3.2 Solicitation Submission Guidelines**

##### **3.2.1. Late Proposals**

All proposals must be received by the Solicitation due date and time specified. Any response received after the Solicitation due date and time specified will not be considered. Proposals are to be delivered to the Issuing Office, as indicated on the front page of this solicitation, and clearly designated as a Proposal for this specific Solicitation. Proposals delivered to any other location will not be considered "received" until they arrive at the location specified on the cover page. AGO will not waive delay in delivery resulting from need to transport a proposal from another location, or error or delay on the part of the carrier.

##### **3.2.2. Mailing of Proposals**


Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Issuing Office. Proposals arriving after the due date and time will not be considered.

#### **3.3 Familiarization of Scope of Work**

The Offeror should carefully review the requirements of the Solicitation and familiarize itself with the Scope of Work, laws, regulations and other factors so to satisfy itself as to the expense and difficulties of the work to be performed. The signing of the Offer and Contract Award form will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than provided by the Contract, for lack of such familiarization.

#### **3.4 Components of a Complete Proposal**

##### **3.4.1. Offer Submittal:**

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Offerors should submit their Offer as One (1) original unbound set and three (3) bound copies. The original copy of the proposal should be clearly labeled “ORIGINAL”. The material should contain a table of contents, be in the sequence listed in this section and be related to the Request for Proposal. The State will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP.

### **3.4.2. Conformance to the RFP**

Conformance to the RFP will be evaluated. The Offeror should use the provided forms and formats or forms and formats substantially similar. Failure to include the requested information, providing incomplete information or adding irrelevant information may result in lower evaluation scores and may have a negative impact on the evaluation of the Offeror’s proposal. Offerors should follow the format provided below.

### **3.4.3. Proposal Format**

In order to be considered eligible to receive a Grant, an applicant (“Applicant”) must submit the original and three (3) copies of a written proposal that is no more than 25 pages, excluding attachments, and that contains, at a minimum, the following information:

#### **3.4.3.1. Transmittal Letter**

A transmittal letter should accompany all proposals. A corporate officer or a person who is authorized to represent your company should sign this letter. The letter of transmittal should:

- Identify the submitting organization
- Identify the name and title of the person authorized by the organization to contractually obligate the organization
- Explicitly indicate acceptance of the requirements of this RFP

#### **3.4.3.2. Offer and Contract Award Form (ATTACHMENT I)**

Offeror should complete the top half of the Offer and Contract Award form. The Offer and Contract Award form from within the Solicitation should be submitted with the Offer and should include the signature of a person authorized to bind the Offeror.

#### **3.4.3.3. Solicitation Amendments**


Receipt of Solicitation Amendment(s) should be acknowledged by signing and returning the document with the proposal or prior to the Solicitation due date and time, to the Solicitation Contact Person listed on the cover page of this Solicitation.

#### **3.4.3.4. Offerors should provide a description of the following, if applicable to the proposal:**


##### **3.4.3.4.1. Identify the Applicant.**

##### **3.4.3.4.2. Provide the background and history of the Applicant.**

##### **3.4.3.4.3. If the Applicant is different from the person or entity making the proposal for award of the Grant, provide a description of the relationship between the Applicant and the person or entity making the proposal.**

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- 3.4.3.4.4. Describe the purpose or mission of the Applicant.
- 3.4.3.4.5. Provide the tax status of the Applicant, including, if applicable, evidence of 501(c)(3) status documented by a “final letter” from the Internal Revenue Service.
- 3.4.3.4.6. Provide proof the Applicant qualifies as an Arizona non-profit Community Health Center as defined in this RFP.
- 3.4.3.4.7. Identify the amount of the Cy Pres Funds the applicant is applying for.
- 3.4.3.4.8. Describe the proposed use of the Grant funds (the “Program”).
- 3.4.3.4.9. Describe how the Grant Purpose will be served by the Program.
- 3.4.3.4.10. Describe the perceived need for the Program and how Applicant identified such need.
- 3.4.3.4.11. Specify the geographic area(s) to be served by the Program.
- 3.4.3.4.12. Specify the target population to be served by the Program.
- 3.4.3.4.13. Specify how the Applicant identifies the target population to be served by the Program.
- 3.4.3.4.14. If applicable, provide the definition that the Program will use to define underinsured and uninsured individuals.
- 3.4.3.4.15. If a sliding scale for costs of medication will be used as part of the Program, provide a precise description of the sliding scale.
- 3.4.3.4.16. Describe the Program’s capacity to leverage funds from the Grant to obtain money from other sources for the Program.
- 3.4.3.4.17. Describe all costs and expenses related to the Program that will be paid from Grant funds.
- 3.4.3.4.18. Describe any goods and services, such as personnel, travel, and transportation, and materials, to be used in connection with the Program, that are funded from sources other than the Grant.
- 3.4.3.4.19. Describe how the applicant will:
  - Ensure that the Grant funds will be used solely for the purposes proposed by the Applicant in its proposal, and
  - Measure the success of the Program.
- 3.4.3.4.20. Provide identification of each source of funds (other than the Grant funds) expected to be used in connection with the Program.
- 3.4.3.4.21. Provide a proposed budget for the Program.

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3.4.3.4.22. Provide information that indicates whether the Program is new or is a continuation or expansion of an existing program.

3.4.3.4.23. Provide detailed information concerning the Applicant's present source(s) of funding.

3.4.3.4.24. Provide a statement of whether and how the Program will supplement or duplicate any other existing programs.

3.4.3.4.25. Provide a statement of whether the Applicant intends to continue with the Program after the Grant funds are exhausted and, if so, the Applicant's expected source of funding for continuing the Program. If not, will there be some lasting benefits to the community, the target population or other organizations because of the Program?

3.4.3.4.26. Provide the resumes of persons who would manage the Program.

3.4.3.4.27. Provide evidence of insurance Applicant has indemnifying against loss related to any defalcation, misuse, or improper expenditure of Grant funds.


3.4.3.4.28. Provide a copy of a resolution of the Applicant's Board of Directors or similar documentary evidence authorizing the signatory to this proposal to act as Applicant's agent in connection with this Grant.

#### 3.4.3.5. Exceptions to the RFP

An Offeror who takes exception to any portion of the Solicitation must do so pursuant to the Uniform Instructions to Offeror. If the Offeror is taking exception to a section or sections of the Solicitation, the Offeror shall designate a section in the proposal titled "Exceptions". Any exceptions to the Solicitation not listed in this section or otherwise not submitted in the proper form shall not be considered a part of the Offeror's proposal and shall not be enforceable in any resulting Contract. Taking exception to the Terms and Conditions of the Solicitation may result in a proposal receiving a lower evaluation score. Low evaluation scores may result in the proposal being determined not susceptible for award. Exceptions to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the State of Arizona.

#### 3.4.3.6. Confidential Information

All Offers submitted and opened in response to this RFP are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers or specific information within such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include any information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is

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confidential pursuant to the Arizona Procurement Code. Information not specifically identified as confidential by the Offeror in accordance with this paragraph or determined to be not confidential by the State will be open to public inspection.

#### 3.4.3.7. Suspension or Debarment Status

If the firm, business or person submitting a proposal has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government, the Offeror should include a letter with its proposal setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment will result in rejection of the proposal or cancellation of a Contract. The State also may exercise any other remedy available by law.

### 3.5 Proposal Opening

Proposals shall be opened at the Solicitation Due Date and Time cited on the cover page of the Solicitation. The name of each Offeror shall be publicly read and recorded in the presence of at least one witness. Prices shall not be read.

### 3.6 Offer and Acceptance Period


In order to allow for an adequate evaluation, AGO requires an Offer in response to this Solicitation to be valid and irrevocable for 120 days after the opening due date.

### 3.7 Evaluation Criteria

Awards shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation criteria are listed in relative order of importance.

- 3.7.1. The Proposal purpose and how it achieves the purpose described in this RFP;
- 3.7.2. Ability of the applicant to use the funds to achieve maximum benefit;
- 3.7.3. The expertise and financial ability of the proposed Awardee to obtain the requested goods, services or funding assistance without Grant funds;
- 3.7.4. Long term benefits which may be achieved after the Cy Pres Funds are exhausted;
- 3.7.5. Conformance to the Terms and Conditions of this RFP.

### 3.8 Interview

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As part of the evaluation process the AGO may conduct an interview type discussion with Offerors determined to be acceptable to award. Offerors shall be reasonably available for this interview. The interview may be conducted telephonically at the AGO's discretion. An invitation to participate in this interview is not an acceptance of a proposal nor does an invitation denote a promise of award of contract. The AGO shall not compensate any Offeror for any expense related to this interview.

### **3.9 Discussions**

After the initial receipt and evaluation of proposals, the AGO may conduct discussions with Offerors whose proposals are deemed to be reasonably susceptible to award. Notwithstanding this section, proposals should be submitted initially complete and on most favorable terms. In the event discussions are conducted, the AGO shall issue a written request for Best and Final Offers.

### **3.10 Best and Final Offer**

The request for Best and Final Offer shall inform Offerors, that if they do not submit a Best and Final Offer or a notice of withdrawal, their immediate previous Offer will be considered as their Best and Final Offer. The Offeror's "immediate previous Offer" will consist of the Offeror's original proposal submission and any documents submitted by the Offeror during discussions.

### **3.11 Definitions of Key Words Used in the RFP**

#### **3.11.1. Shall, Must**

Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.

#### **3.11.2. Should, Will**

Indicates something that is recommended but not mandatory.

#### **3.11.3. May**

Indicates something that is not mandatory but permissible.





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Office of the Arizona Attorney  
General  
1275 W Washington  
Phoenix, AZ  
85007-2926

## OFFER AND CONTRACT AWARD

**SOLICITATION NO. AG08-0032**

Attorney General Office  
Purchasing Unit  
1275 West Washington Street  
Phoenix, Arizona 85007  
(602) 542-8030  
Fax: (602) 542-8079

### OFFER

#### TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies understanding and compliance with paragraph one of the State of Arizona Uniform Terms and Conditions.

#### General Information:

#### For clarification of this Offer Contact:

Arizona Transaction Privilege (Sales) Tax License Number

Name

Federal Employer Identification Number

Telephone Number

Fax Number

Company Name

E-Mail Address

Company Address

Signature of Authorized Person

Date

City State Zip  
Code

Printed Name

General Office Telephone Number

Title

#### Small business certification:

Vendor [is\_\_\_] / [is not \_\_\_] a small business (less than 100 employees or has gross revenues of \$4 million or less).

#### Minority/Woman Owned Business Enterprise Certification (MBE/WBE):

Vendor [is\_\_\_] / [is not \_\_\_] a Minority Owned Business Enterprise.

Vendor [is\_\_\_] / [is not \_\_\_] a Woman Owned Business Enterprise.

### **ACCEPTANCE OF OFFER AND CONTRACT AWARD** (For Arizona State Use Only)

Your offer is hereby accepted:

The Awardee is now bound to sell the materials, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Awardee's offer as accepted by the Office of the Attorney General.

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_.

The Awardee is hereby cautioned not to commence any billable work or provide any material, service or construction under this Contract until the Awardee receives an executed purchase order or Contract release document.

**STATE OF ARIZONA**  
OFFICE OF THE ATTORNEY GENERAL

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Jerry Connolly  
Contract Management Supervisor



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Office of the Arizona Attorney  
General  
1275 W Washington  
Phoenix, AZ  
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## 1. QUESTIONNAIRE

This section requests information about the Awardee. Please follow the format outlined in this section when responding. Do not provide a standard boilerplate for this information or make reference to a brochure or report as part of your response.

<b>1. Business Name, Address and Primary Phone Number:</b>				<b>2. Year Company was Established:</b>			
<b>3. Number of Personnel by Discipline: (Count each person only once, by primary function)</b>							
	Administrative Staff		Business Awardee		Project Manager		Documentation Staff
	Other, Specify		Other, Specify		Other, Specify		<b>Total Personnel</b>
<b>4. Business Focus, by Profile, of Firm's Relevant Project Experience</b>							
	<b>Profile of Business Focus</b>	<b>Percentage of Revenue</b>		<b>Profile of Business Focus</b>	<b>Percentage of Revenue</b>		
a.			d.				
b.			e.				
c.			f.				

## 2. REFERENCES

Provide a minimum of three references to whom you have provided similar services.

<b>Company Name</b>	<b>Company Name</b>
<b>Point of Contact</b>	<b>Point of Contact</b>
<b>Telephone #</b>	<b>Telephone #</b>
<b>Street Address</b>	<b>Street Address</b>
<b>City, State and Zip Code</b>	<b>City, State and Zip Code</b>
<b>Company Name</b>	<b>Company Name</b>
<b>Point of Contact</b>	<b>Point of Contact</b>
<b>Telephone #</b>	<b>Telephone #</b>
<b>Street Address</b>	<b>Street Address</b>
<b>City, State and Zip Code</b>	<b>City, State and Zip Code</b>

# ATTACHMENT I